

HP SERVERS

Invitation for Bids # TS-24-10

General Information		
Project Cost Estimate	\$75,000	See Section 1.4
Project Timeline	Products shall be delivered within thirty (30) calendar days of the City's issuance of a Purchase Order.	See Section 1.4
Evaluation of Proposals	Staff	See Section 1.7
Pre-Bid Meeting	Not Applicable	See Section 1.8
Question Due Date	August 26, 2024	See Section 1.8
Submissions will be accepted until	2:00 p.m. on September 10, 2024	See Section 1.8
Proposal Security / Bid Bond	<input checked="" type="checkbox"/> Not required. <input type="checkbox"/> Required only for bidders that have a total cumulative base proposal amount that exceeds \$200,000. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed. <input type="checkbox"/> Required for every bidder, regardless of proposal amount. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed. <input type="checkbox"/> Required for every bidder, regardless of proposal amount. Proposal Security shall be in the amount of \$10,000 or 5% of the total cumulative base amount proposed, whichever is less.	Not Applicable
100% Payment and Performance Bonds	<input checked="" type="checkbox"/> Not required. <input type="checkbox"/> Required, regardless of the awarded contract amount. <input type="checkbox"/> Required in the event that the awarded contract, not including owner's contingency, exceeds \$200,000.	Not Applicable
Grant or Federal Funding Information	Not Applicable.	Not Applicable

THE CITY OF PEMBROKE PINES
PROCUREMENT DEPARTMENT
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020



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SECTION 1 - INSTRUCTIONS

1.1 NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

IFB # TS-24-10
HP Servers

Solicitations may be obtained from the City of Pembroke Pines website at <https://www.pppines.com/667/Current-Bids> and on the <https://procurement.opengov.com/portal/pembrokepines> website.

If you have any problems downloading the solicitation, please contact OpenGov Support at <https://opengov.my.site.com/support/s/contactsupport>.

If additional information help is needed with downloading the solicitation package, please contact the Procurement Department at (954) 518-9020 or by email at purchasing@ppines.com. The Procurement Department hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the City's e-procurement Portal, located at <https://procurement.opengov.com/portal/pembrokepines>. Please note the deadline for submitting inquiries will be posted on each solicitation. All answers to inquiries will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on bids to receive email notifications when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries. Such request(s) must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via OpenGov is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Submittals will be accepted until 2:00 p.m., Tuesday, September 10, 2024. Proposals must be **submitted electronically at** <https://procurement.opengov.com/portal/pembrokepines>. The sealed electronic submittals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

The bid opening for this project will be held in the **City Clerk's Office Conference Room** located on the 4th Floor in the Charles F. Dodge City Center/City Hall Administration Building at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date.**



In light of public health concerns and to ensure accessibility for all, the City encourages interested parties, vendors, and the public to participate virtually via live streaming instead of attending the meeting in person. To virtually attend the bid opening, please use the Cisco Webex Meetings platform.

Virtual Meeting Details:

- **WebEx Meeting Link:** <https://ppines.webex.com/meet/purchasing>
- **Cisco Webex Meeting Number:** 717 019 586
- **Join by Phone Number:** +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from
<https://www.webex.com/downloads.html/>

To ensure an efficient meeting process, participants are requested to mute their audio and camera during the meeting. While the public is welcome to attend the virtual bid opening, **please note that active participation and commenting will not be allowed during the proceedings.**

For further information about the bid opening or assistance in accessing the virtual meeting, please contact:

Danny Benedict or other Procurement Staff in the Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
954-518-9022 or 954-518-9020
purchasing@ppines.com

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide the requested Hewlett Packard Enterprise (HPE) servers for the City of Pembroke Pines in accordance with the terms, conditions, and specifications contained in this solicitation.

The new Hewlett Packard Enterprise (HPE) servers will be replacing aged and end of life (EOL) servers at various locations throughout the city and will be used for various support functions including Domain Name System (DNS), printers, and data storage.

1.2.1 BACKGROUND / ABOUT THE CITY OF PEMBROKE PINES

Pembroke Pines, Florida, ranked as the eleventh largest city among the state's four hundred plus municipalities and the second largest in Broward County, maintains a welcoming small-town ambiance that resonates with its residents. Located conveniently in southwest Broward County, the city provides seamless access to major highways,



employment centers, entertainment venues, parks, golf courses, and a diverse array of dining and shopping options.

With a population of approximately 170,000 residents spread across 32.68 square miles, Pembroke Pines is renowned as one of the best cities to live in America. The city boasts 28 superior parks, lush landscaping, and a distinctive South Florida charm that contributes to its natural beauty. Notably recognized as 2024's Best Place to Raise a Family in Florida, and 2014's Best City of Hispanic Entrepreneurs by WalletHub, Pembroke Pines also earned a place as the on-Money Magazine's esteemed Best Places to Live list in 2014, as the sole Florida representative, ranking in at #32 in the nation.

Incorporated in 1960, Pembroke Pines is celebrated as a safe and desirable community, having received accolades such as the All-America City designation. The city's commitment to arts and culture, exceptional schools, diverse population, numerous parks, and forward-thinking approach in an ever-evolving world make it a standout destination.

Pembroke Pines is also the home to the largest municipal-run charter school system in the nation, serving over 6,000 students across five separate campuses. The City's award-winning charter school system is located in the Broward County School District, which is the sixth largest school district in the nation.

1.3 SCOPE OF WORK

1.3.1 PROJECT DETAILS

- The City is seeking prices for the following:

Item	Description	Qty
P51931-B21	HPE ProLiant DL360 Gen11 - Intel Xeon 5416S 2.0GHz 16-Core 30MB - DDR5 - Embedded Intel VROC SATA for HPE ProLiant Gen11, with 14 SATA ports (10-ports accessible) ; Choice of HPE modular Smart Array and PCIe plug-in controller - Broadcom BCM57416 Ethernet	5
P43328-B21	32GB (1x32GB) Dual Rank x8 DDR5-4800 CAS-40-39-39 EC8 Registered Smart Memory Kit	15
P40503-B21	HPE 960GB SATA MU SFF BC MV SSD	30
P48183-B21	HPE NS204i-u Gen11 Ht Plg Boot Opt Dev	5
P48920-B21	HPE DL360 GEN11 NS204I-U FRONT CBL KIT	5
P48905-B21	HPE DL360 Gen11 High Perf Heat Sink Kit	10
P38995-B21	HPE 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	5
E6U64ABE	HPE iLO Advanced Electronic License with 3yr Support on iLO Licensed Features	5



H93B6E	HPE 3 Year Tech Care Essential DL360 Gen11 HW Service - HPE Tech Care Essential Service - Hardware Onsite - 3 Year(s) - In Warranty	5
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1.4 PROJECT COST ESTIMATE & TIMELINE

Staff estimates this project to cost approximately \$75,000.

Products shall be delivered within thirty (30) calendar days of the City's issuance of a Purchase Order.

1.5 PROPOSAL REQUIREMENTS

The <https://procurement.opengov.com/portal/pembrokepines> website allows for vendors to complete, scan and upload their documents as part of the proposer's submittal on the website.

Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of the requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

1.5.1 PROJECT COST: PRICING / BID TABLE(S)

1. **Bid Table:** The vendor must provide their pricing through the designated lines items listed on the pricing table that is available on the OpenGov website. Please follow the instructions given in this package and the website to enter the information on the OpenGov website.
2. The bid tables includes a “Vendor Notes” column for any additional comments regarding the requested line item(s). A comment is preferred in the “Vendor Notes” column. If the vendor does not need to submit any comments, they may leave it blank or enter N/A or similar.
3. **Primary Responses:** The primary responses table is for the vendor's to submit the requested goods and/or services.
 - a. **If the total cumulative base proposal amount does not exceed \$200,000 and a Payment and Performance Bond is not required, please enter “0” on the “If Applicable, Cost for Payment and Performance Bond” column for each line item.**
 - b. Below is a sample of the “Primary Responses” tab of the Bid Table:



Line Item*	Description*	Item Number	Quantity*	Unit of Measure*	Unit Cost 	Total 	No Bid 	Vendor Note
■■■ #1-1	HPE ProLiant DL360 Gen11 - Intel Xeon 5416S 2.0GHz 16-Core 30MB - DDR5 - Embedded Intel VRROC SATA for HPE ProLiant Gen11, with 14 SATA ports (10-ports accessible) : Choice of HPE modular Smart Array and PCIe plug-in controller - Broadcom BCM57416 Ethernet	P51931-B21	5	Each				
■■■ #1-2	32GB (1x32GB) Dual Rank x8 DDR5-4800 CAS-40-39-39 EC8 Registered Smart Memory Kit	P43328-B21	15	Each				
■■■ #1-3	HPE 960GB SATA MU SFF BC MV SSD	P40503-B21	30	Each				
■■■ #1-4	HPE NS204i-u Gen11 Ht Plg Boot Opt Dev	P48183-B21	5	Each				
■■■ #1-5	HPE DL360 GEN11 NS204i-U FRONT CBL KIT	P48920-B21	5	Each				
■■■ #1-6	HPE DL360 Gen11 High Perf Heat Sink Kit	P48905-B21	10	Each				
■■■ #1-7	HPE 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	P38995-B21	5	Each				
■■■ #1-8	HPE iLO Advanced Electronic License with 3yr Support on iLO Licensed Features	E6U64ABE	5	Each				
■■■ #1-9	HPE 3 Year Tech Care Essential DL360 Gen11 HW Service - HPE Tech Care Essential Service - Hardware Onsite - 3 Year(s) - In Warranty	H93B6E	5	Each				

1.5.2 SUBMITTAL DOCUMENTS

1. Project Documents

a. Proposer's Background Information

2. Standard Documents

The following documents are standard documents that the City generally requires for every solicitation. As a result, we recommend vendors to keep these documents updated and readily available so that they can be easily uploaded for each project that the vendor would like to participate in. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s). Please upload the following documents to the SUBMITTAL DOCUMENTS section:

a. Non-Collusive Affidavit

b. Sworn Statement on Public Entity Crimes Form

c. Equal Benefits Certification Form

d. Vendor Drug-Free Workplace Certification Form

e. Scrutinized Company Certification

f. E-Verify System Certification Statement

- i. Effective January 1, 2021, pursuant to Section 448.095. Florida Statues, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E-



Verify system administered by the U.S. Department of Homeland Security (“DHS”).

- ii. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

g. Veteran Owned Small Business Preference Certification

- i. If claiming Veteran Owned Small Business Preference Certification, business must attach the “Determination Letter” from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- ii. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer WILL NOT qualify for Veteran Owned Small Business Preference based on their sub-contractors’ qualifications.

h. Local Vendor Preference Certification

- i. **Local Business Tax Receipts**
- j. **Anti-Human Trafficking Affidavit**

3. Optional Documentation

3.1. Trade Secrets

- a. The Proposer’s response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 (“Public Records Law”). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.
- b. Any language contained in the Proposer’s response to the solicitation purporting to require confidentiality of any portion of the Proposer’s response to the solicitation, except to the extent that certain information is in the City’s opinion a Trade Secret pursuant to Florida



law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (“Public Records Laws”), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer’s response to the solicitation constitutes a Trade Secret.

- c. EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE OPENGOV WEBSITE AS A SEPARATE ATTACHMENT, IN THIS SECTION, CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.
- d. The city’s determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city’s officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city’s treatment of records as public records.

3.2. Financial Documents

- a. The City is not requesting the vendor to submit any financial statements for this project and prefers if the vendor does not submit financial statements. In addition, if the City needs a copy of the vendor’s financial statements, the City can contact the vendor after the bid due date to request those documents. However, if the vendor does submit the financial statements, they should be uploaded in this section.
- b. Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a “public works” project.

3.3. Alternatives



- a. If you are submitting an alternative product, please upload any related information in this section (such as specification sheets, etc.).
- b. In addition, pursuant to **Section 3.7 “Brand Names,”** if and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase “OR EQUAL” is added. However, if a product other than that specified is bid, Proposers shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor’s responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

3.4. Additional Information

- a. Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

1.7.1 QUALIFYING & SELECTING FIRMS

1. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information and references contained in the proposals as submitted.
2. Staff will make a recommendation to the City Commission for award of contract.

1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	August 7, 2024
Mandatory Pre-Bid Meeting	Not Applicable
Question Due Date	August 26, 2024



Anticipated Date of Issuance for the Addenda with Questions and Answers	August 29, 2024
Proposals will be accepted until	2:00 p.m. on September 10, 2024
Proposals will be opened at	2:30 p.m. on September 10, 2024
Evaluation of Proposals by Staff	September 2024
Recommendation of Contractor to City Commission award	September 2024

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at [**https://procurement.opengov.com/portal/pembrokepines**](https://procurement.opengov.com/portal/pembrokepines) on or before **2:00 p.m. on September 10, 2024**.

Please note vendors should be registered on OpenGov under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

In addition, the vendor must complete any required fields and documents on the [**https://procurement.opengov.com/portal/pembrokepines**](https://procurement.opengov.com/portal/pembrokepines) website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on [**https://procurement.opengov.com/portal/pembrokepines**](https://procurement.opengov.com/portal/pembrokepines). Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. OpenGov Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact [**https://opengov.my.site.com/support/s/contactsupport**](https://opengov.my.site.com/support/s/contactsupport) with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.



SECTION 2 - INSURANCE REQUIREMENTS

2.1 INDEMNIFICATION:

Yes No

2.1.1 General Indemnification: The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

Yes No

2.1.2 Indemnification for Design Professionals and Construction Contracts: The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by CONTRACTOR during performance of this Agreement. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

2.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company



shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

2.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

2.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

2.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

2.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. (*For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit*)

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.



Yes No

✓ 2.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

2.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

✓ 2.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's



Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

2.6.5 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

2.6.6 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

2.6.7 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.



Yes No

2.6.8 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

2.6.9 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

2.6.10 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. (*Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.*)

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

2.6.11 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to



analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

2.6.12 Other Insurance

2.7 REQUIRED ENDORSEMENTS

- 2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 2.7.2 Waiver of all Rights of Subrogation against the CITY.
- 2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 2.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 2.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 2.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

2.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

2.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

2.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

3.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

3.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the OpenGov website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through OpenGov will be the only official method whereby changes will be made.

3.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification.

The City requires all questions relating to the solicitation be submitted through the City's e-Procurement Portal on the <https://procurement.opengov.com/portal/pembrokepines> website for the specific project. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this solicitation to receive an email notification(s) when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries. The issuance of a response via the e-Procurement Portal is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

OpenGov Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact OpenGov support at <https://procurement.opengov.com/portal/pembrokepines> with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Department at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary



permits or licenses required, if necessary, in order to provide this service.

Proposer warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for proposer's information only and will be used for tabulation and presentation of bid.

3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Proposers shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the **vendor's responsibility** to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new,

the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the proposer's expense.

3.10 ESTIMATED QUANITIES

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased pursuant to this solicitation. Estimated quantities will be used for comparison and ranking purposes only. The City is not obligated to contract for a given amount of commodities/services subsequent to the award of this solicitation. The City reserves the right to issue separate purchase orders as needed, issue a blanket purchase order, and release partial quantities, or any combination of the preceding as deemed necessary by the City.

3.11 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

3.12 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Proposer warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening



unless otherwise stated by the City or proposer.

3.13 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

3.14 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

3.15 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

3.16 COPYRIGHT OR PATENT RIGHTS

Proposer warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

3.17 PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not

submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

The Public Entity Crime Affidavit Form, in the Vendor Registration module on the OpenGov website, includes documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Proposer for any goods, services or materials furnished.

3.18 CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

3.19 FACILITIES



The City reserves the right to inspect the Proposer's facilities at any time with prior notice.

3.20 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

3.21 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the proposer or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on

the part of the proposer or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

3.22 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from proposer separate manufacturer certification of all statements made in the proposal.

3.23 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the OpenGov website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.24 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall



remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, proposers will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- (a) Open the sealed bids at a public meeting.
- (b) Announce at that meeting the name of each bidder and the price submitted in the bid.
- (c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for **“construction or repairs on a public building or public work”** the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

3.25 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible proposer, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or

after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of proposer from bid list(s).

3.26 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

3.27 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequence arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees



or independent contractors pursuant to or in the performance of the Contract.

Indemnification for Design Professionals and Construction Contracts: The Successful Proposer shall indemnify and hold harmless the CITY, its officers and employees, from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by the negligence, recklessness, or intentional wrongful conduct of the Successful Proposer and other persons employed or utilized by the Successful Proposer during performance of the resulting Agreement.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

3.28 DEFAULT PROVISION

In the case of default by the proposer or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the proposer or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Proposer to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Proposer to meet any terms of this agreement, the City will notify the Proposer five (5) days (weekends

and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B. Failure to begin the Work under this Bid within the time specified.
- C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.
- E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Proposer incapable of performing the Work in accordance with and as required by the contract.
- F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Proposer shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Proposer shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

3.29 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a



physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

3.30 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Local Government Prompt Payment Act.

3.31 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

(a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

3.32 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.



Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE OPENGOV WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

3.33 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the proposer and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this

solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

3.34 CONE OF SILENCE

Prohibited Communication: In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and

(2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

Effective Dates: A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive



solicitation, or takes other action which ends the sealed competitive solicitation process.

Permitted Communication: The cone of silence shall not apply to:

(1) Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.

(2) Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.

(3) Contract negotiations with the selected entity.

Violations: Any action in violation of this section shall be cause for disqualification of the bid or the proposal.

3.35 E-VERIFY

Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

1) Definitions for this Section:

a) "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

b) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

c) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
b) All persons (including subvendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply



will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

3.36 JESSICA LUNSFORD ACT

Background screening requirements for Contractor's performing services for or at City's Charter Schools. (1) Except as provided in §§1012.467 or 1012.468, Florida Statutes, non-instructional school employees or contractual personnel who (i) are permitted access on school grounds when students are present, (ii) who have direct contact with students or, (iii) who have access to or control of school funds must meet level 2 screening requirements as described in §1012.32, Florida Statutes. Contractual personnel shall include any Contractor, individual, or entity under contract with the City engaged to perform services for or at City's Charter Schools.

(2) Every 5 years following employment or entry into a resulting contract in a capacity described in subsection (1), each person who is so employed or under contract with the City must meet level 2 screening requirements as described in §1012.32, Florida Statutes, at which time the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a resulting

contract in a capacity described in subsection (1), the fingerprints of a person who is so employed or under contract with the City are not retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes, the person must file a complete set of fingerprints with the City. Upon submission of fingerprints for this purpose, the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes. The cost of the state and federal criminal history check required by level 2 screening shall be borne by the Contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or engaged to perform a resulting contract in a capacity described in subsection (1) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under a resulting contract in that capacity. (3) If it is found that a person who is employed or under contract in a capacity described in subsection (1) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

3.37 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give



preference to a Bidder based on the Bidder's social, political, or ideological interests.

Project View Count

2109

Vendor Funnel

 Followers	95
 Downloaders	140
 Applicants	51
 No Bids	16
 Submissions	25

Vendors

Vendor	Followed	Downloaded	Applied	No Bid	Submitted
0369 Security Solutions Services bc@0369sss.com	✓		✓		
A-1 lock and key  a1manager@amsecgrp.com	✓				
AITA emmanuele@sourcehive.com		✓			
AMERICAN FASTENERS CORP sales@amerifast.com		✓			
ARB Innovative Technologies, Inc raj.dominguez@it-arb.com	✓	✓			
AVI-SPL LLC  bids@avisppl.com		✓			
Acordis Technology & Solutions bsnyder@acordiscorp.com	✓	✓			
Adler Charles Services inc  adler@adlercharlesservices.com	✓	✓			
Alasur Interior cchapellin@alasurinterior.com		✓			

Alex Goodwin Electric	 No Rev	✓	✓
estimatingage@gmail.com			
Allan San Diego	 No Reviews	✓	
larry@axbuyers.com			
American Efficiency Services, LLC	 No Reviews	✓	✓
aesportals@americaneficiency.com			
Anew Establishment Corporation	 No Reviews	✓	
juliettvernon@yahoo.com			
Anixter, Inc	 4.5	✓	✓
jackson.tonti@anixter.com			✓
Attracting Solutions Inc	 No Reviews	✓	✓
manning@attracting-solutions.com			
B & H Foto & Electronics Corp.	 No Reviews	✓	✓
govedbids@bhphoto.com			
BIT USA INC	 No Reviews	✓	✓
ptandon@bitusainc.com			✓
Bejar Construction@msn.com	 No Reviews	✓	✓
bejarconstruction@msn.com			✓
Bel Tech Services	 No Reviews	✓	✓
ali@beltechservices.com			✓
Blue CS Construction LLC	 No Reviews	✓	
info@pro-constructionsolutions.com			
Bridge Enterprise Solutions	 No Reviews	✓	✓
andrievdacosta@gmail.com			
By america Co	 No Reviews	✓	
dannykkaram@gmail.com			
C & G Technologies Consulting	 No Reviews	✓	✓
christav@cgtechnologiesconsulting.k			
C&C International	 No Reviews	✓	✓
fsii_hubzone@ccintercomputers.com			✓
CDW Government LLC	 4.6	✓	✓
raymond.clyne@cdw.com			
CJIS GROUP LLC	 No Reviews	✓	

region2@cjisgroup.com				
COOLSOFT LLC  4.7 contract@coolsofttech.com	✓			
CSPi Technology Solutions  No Reviews christina.luis@cspi.com	✓	✓		
Central Trading Agency  No Reviews steve@ctaproducts.com	✓	✓		
City Electric Co  No Reviews estimating@cityelectricnw.com	✓			
CloudTeck Solutions LLC mmontero@cloudteck.net	✓			
Clutch Solutions  No Reviews harold.egbo@cluchsolutions.com	✓	✓		
Cobb County Marietta Water Auth blsmith@ccmwa.org	✓			
Comprevive, LLC  No Reviews kyle.cr.webster@gmail.com	✓	✓	✓	✓
Computer Design Center  No F scosgrove@computerdesign.net	✓	✓		
Convergint Technologies  4.3 denis.palacio@convergint.com	✓	✓		
Core Solutions Group LLC  No F billie.welchman@coresolutionsgrp.cc	✓			
CyberPursuit LLC robert.leali@cyberpursuit.com	✓	✓		
Cybros, LLC tsandifer@cybrossec.com	✓	✓		
D&D Ultimate Connection LLC db dslay@upgradesecuritysolutions.com	✓	✓	✓	✓
DISYS Solutions, Inc.  No Rev bids@dsitech.com	✓			
DW Global Collection LLC info@dwglobalcollectionllc.com	✓			

DevCare Solutions Ltd	 No Rev karthika@devcare.com	✓	✓		
Devco services LLC	 No Review anshul@devcogroup.io	✓	✓		
Dry 24 Water Restoration LLC	 No Rev ccunningham@dry24restoration.com	✓	✓		
EQUITRADE CORPORATION	 No Rev dtoure@equitradecorp.com	✓	✓	✓	✓
Eagle Secure Solutions, LLC.	 No Rev robertyeagley@eaglesecureolutions.com		✓	✓	✓
Earth Green LLC	 No Reviews info@earthgreenllc.com			✓	✓
En-Net Services	 No Reviews ggordon@en-netservices.com	✓	✓		
Energy Air, Inc.	 No Reviews cmbids@energyair.com			✓	✓
Executive Consultants United (DE)	bid@ec-united.com	✓	✓		
Executive Consultants United (DE)	rdonaldson@ec-united.com	✓	✓	✓	
Filterbuy Incorporated	 No Rev bids@filterbuy.com			✓	✓
Fisher Scientific	 4.4 john.bailey@thermofisher.com			✓	✓
Fitness Superstore, Inc.	 No Rev bids.alerts@fitnesssuperstore.com			✓	✓
GHA Technologies, Inc	 No Rev keith.hibbets@gha-associates.com	✓	✓	✓	✓
Global Group Holding LLC	kevinlogan@globalgroupholding.net	✓	✓		
Gordavi, LLC	demetra@gordavillc.com	✓	✓		
GovDirect	 No Reviews	✓	✓		

sarmentrout@govdirect.com

Government Services Exchange I
meredith@governmentservicesexchange.com

Graphics Units Inc
manager.graphicsunit@gmail.com

Gresco Utility Supply  No Review
mike.spinney@gresco.com

H & H Solutions LaGrange LLC
brent.hester@h-hsolutionslagrange.com

HNEXUS SOLUTIONS LLC
info@hnexussolutions.com

HealthTech
healthtechinc12@gmail.com

Helena Agri-Enterises, LLC  4
boggsj@helenaagri.com

Hess Express Solutions LLC
hessam@hessexpresssolutions.com

Home Express Corp. DBA HE-Bu
agustin@he-builders.com

Howard Technology Solutions  No Review
bids@howardcomputers.com

Hydra Service Inc
scarney@hydraservice.net

Hypertec USA Inc.  5
directbidsus@hypertec.com

Imperium Data Networks  No F
dtrevino@imperiumdata.com

Infotect Design Solutions, Inc.
admin@infotectdesign.com

Intel
david.minnaar@intel.com

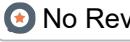
Iron Bow Technologies  No Review
andrea.altieri@ironbow.com

JT Professionals <i>quinn@jtprofessionals.com</i>	✓			
KD Brown Enterprises Inc <i>shawn.brown@hart-brown.com</i>	✓		✓	✓
KWALL  <i>sales@kwallcompany.com</i>	✓	✓		
Kambrian Corporation  <i>team1@kambrian.com</i>		✓		
Kijero LLC  <i>fed@kijero.com</i>	✓	✓		
Konica Minolta Business Solution <i>sbindas@kmbs.konicaminolta.us</i>	✓	✓		
LEBOMAR, LLC <i>cesar.leboreiro@lebomarusa.com</i>	✓	✓		
Lewiston <i>woodstr3313@gmail.com</i>		✓		
Logiclink Solutions llc <i>admin@logiclink-solutions.com</i>	✓	✓		
Logista  <i>rgreene@logistasolutions.com</i>	✓	✓	✓	✓
Lotus USA Inc  <i>sivaprasad@lotususainc.com</i>		✓		
MAXELIT LLC <i>biz@maxelit.com</i>		✓		
MEDIA PAM GROUP LLC  <i>deus@mediapamhaiti.net</i>	✓	✓	✓	✓
MURRAY FORD OF STARKE  <i>kwvargas@getyourford.com</i>			✓	✓
Mark Master Inc  <i>phorton@markmasterinc.com</i>			✓	✓
Mavros LLC <i>businessdevelopment@mavrostechr...</i>	✓	✓		
Micro Strategies, Inc  <i></i>	✓	✓		

dfaccenda@microstrat.com				
MicroAge  No Reviews john.burd@microage.com	✓			
Milliard Tek  No Reviews contact@milliardtek.com	✓	✓		
Milner Technologies, Inc. msmith@milner.com		✓		
Miners Supply Co  No Reviews elisa@minersupplyco.com	✓	✓	✓	✓
Mvation Worldwide Inc.  No Re biddesk@mvation.com		✓		
My IT Masters  No Reviews boris@myitmasters.com	✓	✓		
My IT Masters  No Reviews tracey@myitmasters.com	✓	✓	✓	✓
NCV Telecom, LLC  No Review chanty@ncvtelecom.com	✓	✓		
NCV Telecom, LLC  No Review pattie@ncvtelecom.com	✓	✓	✓	
NPA Computers, Inc.  No Revie npa@npacomputers.com		✓		
Nationwide iD steven@nationwideidcards.com	✓	✓		
Netsync Network Solutions, Inc.  No Review proposals@netsync.com		✓		
Netsync Network Solutions, Inc.  No Review ivelazquez@netsync.com		✓	✓	✓
Noble Tec, LLC  No Reviews dejay.miller@nobletecllc.com	✓	✓		✓
NocBoard Technologies LLC admin@nocboard.com		✓		
North America Procurement Cour notifications@napc.me		✓		

ODP Business Solutions LLC 	✓	✓			
dinch.kagit@odpbusiness.com					
OnSite Transportation Solutions I	✓	✓	✓		✓
williep@theretrofitter.com					
OnSite Transportation Solutions I	✓	✓			
ronyk@theretrofitter.com					
PLANET HOLDING INC 		✓			
portal@planetcellinc.com					
Patriot Federal LLC 	✓	✓			
chloe@patriotfederal.com					
Patterson Veterinary 			✓		✓
pvs.orders.gov-institute@pattersonve					
Platinum Micro, Inc.	✓	✓			
biz@platinummicro.com					
PointsTek LLC 	✓	✓			
midiel.rodriguez@pointstek.com					
QuantumShield Solutions LLC		✓			
noel.deaza@quantumshieldsolutions					
Questivity 	✓	✓	✓		✓
sales@questivity.com					
R&M Best Deals LLC 	✓	✓	✓		✓
romates@rmbestdeals.net					
RED VEST SUPPLY, LLC 		✓			
govsales@redvestsupply.com					
Renegade Solutions, LLC 		✓			
hheltzinger@renegadesol.com					
Riverside Technologies		✓			
crooneyold@1rti.com					
SECG LLC 		✓			
kgaspar@secginc.com					
SHARP ELECTRONICS CORPO	✓	✓			
joseph.vazzana@sharpusa.com					
SMART IT PROS INC 	✓				

<i>dave.thomas@smartitpros.com</i>				
Sai Infotek Inc  <i>steve.johnson@saiinfotek.com</i>	✓	✓	✓	✓
Saitech Inc  <i>govtsales@esaitech.com</i>		✓		
Saitech Inc  <i>erwin@esaitech.com</i>	✓	✓		
Sebica LLC <i>office@sbcly.com</i>		✓		
Sentinel Technologies, Inc  <i>nfaught@sentinel.com</i>	✓	✓		
Smith Office & Computer Supply <i>kingsleyf@smithoff.com</i>	✓	✓		
Sparktech Imagery LLC  <i>support@sparktechimager.com</i>		✓		
Staples <i>rick.nieves@staples.com</i>		✓		
Strictly Hunter LLC <i>kenneth.w.hunter@strictlyhunter.llc</i>	✓	✓		
Strictly Technology  <i>gov@strictlytech.com</i>	✓	✓		
Synex Corporation <i>grace@synextech.net</i>	✓	✓		
TEC-LINK LLC  <i>derek@tec-link.com</i>	✓	✓		
THWilson Bonds <i>thwbonds@outlook.com</i>		✓		
TK Airport Solutions, Inc  <i>karen.waller@tkelevator.com</i>			✓	✓
Tech Network Supply LLC  <i>irfan.technetworks@gmail.com</i>	✓	✓	✓	✓
Technical Security Integration, Inc <i>info@tsihd.com</i>	✓	✓		

Tee's Cleaning Service	 No Rev	✓		✓	
tlarkin59@yahoo.com					
Telefonica Tech		✓	✓		
sam.auen@telefonica.com					
Textbook Warehouse, LLC	 4.8			✓	✓
bids@textbookwarehouse.com					
The Computer Genies	 No Rev	✓	✓	✓	
tech@thecomputergenies.com					
Tollanis Solutions	 No Reviews	✓			
karissa.kirkle@tollanis.com					
Trove 360 LLC	 No Reviews	✓	✓	✓	✓
melvin.ascott.360@outlook.com					
Turn Two Logistics LLC			✓		
justin@turntwologistics.com					
Unicom Government	 No Rev	✓	✓	✓	✓
joshua.louis@unicomgov.com					
Unique Photo	 No Reviews			✓	✓
alanb@uniquephoto.com					
V2Soft Inc	 No Reviews	✓	✓		
solutions@v2soft.com					
V3MAIN TECHNOLOGIES INC.		✓	✓		
mike.keplinger@v3main.com					
Venture Pointe, Inc		✓	✓		
brian.vietts@venturepointe.com					
Video Visions, Inc.	 No Reviews			✓	✓
portals@video-visions.com					
Visual			✓		
visualbidalerts@gmail.com					
Web Apps LLC		✓	✓		
sheila.synergy@gmail.com					
Web Apps LLC		✓	✓	✓	
reaz@synergyconsulting.us					
White Horse Distribution, LLC	 No Rev	✓	✓	✓	✓

chau.tran@whitehorsedistribution.co

Zee-for LLC  No Reviews

tabot@zee-for.com

✓

Zones LLC  4.7

publicsector@zones.com

✓

n/a

footbaall2000@gmail.com

✓

vCloud Tech Inc  4.6

vccloud@vcloudtech.com

✓

✓

vPrime Tech Inc  No Reviews

vprime@vprimetech.com

✓

xByte Technologies  No Review

brad.beebe@xbyte.com

✓

✓



City of Pembroke Pines

Procurement

Mark Gomes, Procurement Director
601 City Center Way, Pembroke Pines, FL 33025
(954) 431-4884

QUESTION & ANSWER REPORT

IFB No. TS-24-10

HP Servers

RESPONSE DEADLINE: September 10, 2024 at 2:00 pm

Wednesday, September 25, 2024

1. Equivalent Solution

Aug 9, 2024 9:38 AM

Question: Would the program be open to an equivalent solution to HPE?

Aug 9, 2024 9:38 AM

Answered by: No, we are only going with HPE at this time.

Aug 12, 2024 10:43 AM

2. delivery

Aug 8, 2024 11:39 PM

Question: What is the delivery address?

Aug 8, 2024 11:39 PM

Answered by: The address is the following, 601 City Center Way, Pembroke Pines, FL 33025

Aug 12, 2024 10:43 AM

3. Environmental

Aug 9, 2024 3:09 PM

Question: 1) What is the strategy for removing the old ones from the environment, erasing and securing the data that was on those devices, and then making sure it's being environmentally taken care of?

Aug 9, 2024 3:09 PM

Answered by: We (the City) will take care of old servers.

Aug 12, 2024 10:43 AM

4. P48905-B21 - Quantity Descrepency

Aug 9, 2024 10:55 AM

Question: There seems to be a Quantity Descrepency for P48905-B21. I noticed only one processor was listed, but the program is asking for two (2) Heat Sink Kits. In order for this system to be configured with two (2) Heat Sink Kits, we would need to add a second processor. Could you please advise if you would like me to quote one (1) Heat Sink Kit, or add an additional processor?

Aug 9, 2024 10:55 AM

Answered by: We will need only one processor and one heat sink kit per server.

Aug 12, 2024 10:43 AM

5. Group Purchasing Organizations

Aug 9, 2024 8:56 AM

Question: Is the city a member of the following Group Purchasing Organizations: 1) Educational & Institutional Cooperative Service, Inc. 2) Omnia 3) NCPA 4) Provista 5) Sourcewell 6) PEPPM 7) COSTARS

Aug 9, 2024 8:56 AM

Answered by: The city is a member of Sourcewell and Omnia.

Aug 12, 2024 10:43 AM

6. Server Assembly

Aug 12, 2024 11:13 AM

Question: In project details it listed as Item and QTY, does server need to be pre assembled and spread evenly with parts across all 5 servers or it need to be delivered as parts in boxes. How about operating system and RAID configuration?

Aug 12, 2024 11:13 AM

Answered by: Servers will need to be preassembled. OS and RAID configuration will be handled by TSD.

Aug 12, 2024 1:54 PM

7. System Assembly

Aug 12, 2024 1:14 PM

Question: Are you wanting this pre assembled before shipment ?

Aug 12, 2024 1:14 PM

Answered by: Server will need to be pre-assembled.

Aug 12, 2024 2:03 PM

8. No subject

Aug 12, 2024 2:05 PM

Question: Do you intend to run Intel VROC for your storage? Should we include Intel VROC electronic licenses in the build.

Aug 12, 2024 2:05 PM

Answered by: No

Aug 14, 2024 8:53 AM

9. CTO vs BTO

Aug 12, 2024 2:04 PM

Question: The Part Numbers in the scope of work were of a build to order (BTO) DL360. However, when configured, those PN produced errors in the config due to heatsink requirements. Will you accept a preassembled CTO (Configure To Order) with same specs, HPE of course.

Aug 12, 2024 2:04 PM

Answered by: Per HPE the configuration specified is what we are requesting.

Aug 14, 2024 8:53 AM

10. No subject

Aug 20, 2024 2:36 PM

Question: Will the City negotiate terms at award?

Aug 20, 2024 2:36 PM

Answered by: The City standard terms are " Net 30 unless otherwise stated" upon issuing the purchase order.

Aug 21, 2024 10:52 AM

11. No subject

Aug 21, 2024 12:31 PM

Question: Will the City negotiate General Terms and Conditions and Insurance Requirements upon award, or does the City prefer that redlines to these sections be included with proposal submission?

Aug 21, 2024 12:31 PM

QUESTION & ANSWER REPORT

IFB No. TS-24-10

HP Servers

Answered by: At the time of award, the City will extend to the Vendor a preliminary draft of the agreement to allow the vendor an opportunity to assess the terms therein. During this review, the vendor is encouraged to express approval or point out any modifications they deem necessary. This collaborative process aims to ensure transparency and alignment between both parties before finalizing the contractual agreement.

Aug 21, 2024 5:43 PM

12. No subject

Aug 26, 2024 9:11 AM

Question: Hello are you able to provide the docs for the following a. Non-Collusive Affidavit b. Sworn Statement on Public Entity Crimes Form c. Equal Benefits Certification Form d. Vendor Drug-Free Workplace Certification Form e. Scrutinized Company Certification f. E-Verify System Certification Statement g. Veteran Owned Small Business Preference Certification h. Local Vendor Preference Certification i. Local Business Tax Receipts j. Anti-Human Trafficking Affidavit

Aug 26, 2024 9:11 AM

Answered by: The documents can be found on this project, under Project Documents, then Submittal Documents.

Aug 26, 2024 9:31 AM